

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

RELIANCE STANDARD
LIFE INSURANCE COMPANY,

Plaintiff,

v.

Case No. 05-C-0788

ROBERTA A. MATULA, PP, PLS,
THE EUGENE J. MATULA LIVING TRUST,
RENEE M. SCHMELING,
SCOTT A. MATULA,
TODD E. MATULA,
JILL MARIE MATULA,

Defendants.

ORDER FOR JUDGMENT
AND PAYMENT OF AMOUNT DEPOSITED WITH CLERK OF COURT

As discussed in detail in the court's order of March 30, 2007, this interpleader case concerns life insurance proceeds of \$10,000. Reliance Standard Life Insurance Company brought the case because it could not determine which of the defendants to pay. In the March 30 order, this court denied the Schmeling defendants' (Renee Schmeling, Scott Matula, and Jill Matula) motion to dismiss for lack of subject matter jurisdiction; granted plaintiff Reliance's motion for deposit and discharge of the proceeds; directed either a deposit of such proceeds or a motion for determination of how much to deposit by April 25, 2007; and indicated that if the defendant trust by April 20, 2007, did not file an appearance and explain its failure to file an answer, its claim to the proceeds would be extinguished. The court noted that default had been entered against defendant Todd Matula.

Following the court's order, the Schmeling defendants filed a letter with the court withdrawing their claims to the life insurance proceeds. However, the trust has not appeared in the case. Consequently, its claim will be extinguished. It follows that Roberta Matula is the sole claimant to the proceeds.

On April 25, 2007, Reliance deposited \$13,944.98 with the clerk of court, in accordance with this court's order of March 30, 2007. The amount exceeding \$10,000 reflects interest earned on the life insurance benefits. Prior to the deposit, Reliance and Roberta Matula filed a stipulation that \$3,944.98 of the deposit would be paid to Reliance in lieu of any attorneys' fees it may be entitled and that \$10,000 be paid to Roberta Matula.

In view of the foregoing, and all of the records, files and proceeding herein,

IT IS ORDERED that judgment be entered as follows:

Reliance Standard Life Insurance Company is discharged of any and all liability arising from life insurance agreements respecting Eugene J. Matula.

Defendants Roberta A. Matula, the Eugene J. Matula Living Trust, Renee M. Schmeling, Scott A. Matula, Todd E. Matula and Jill Marie Matula are permanently enjoined from taking any action to recover from Reliance Standard Life Insurance Company on any and all claims arising from life insurance agreements respecting the life of Eugene J. Matula.

Any and all claims of defendants Roberta A. Matula, the Eugene J. Matula Living Trust, Renee M. Schmeling, Scott A. Matula, Todd E. Matula and Jill Marie Matula in the funds on deposit in this case are extinguished.

Roberta Matula is entitled to payment by the clerk of the sum \$10,000 from funds on deposit in this case.

IT IS ORDERED that Reliance Standard Life Insurance Company is entitled to payment by the clerk of the \$3,944.98 balance of funds on deposit in this case.

Dated at Milwaukee, Wisconsin, this 26th day of April, 2007.

BY THE COURT

s/ C. N. CLEVERT, JR.

C. N. CLEVERT, JR.

U. S. District Judge